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Tarrant County Texas

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Suzanne Henderson

PGS 5 \$32.00

Submitter: SIMPLIFILE

FIRST AMENDMENT TO OIL AND GAS LEASE

This First Amendment to Oil and Gas Lease ("First Amendment") is executed by Dr. Bob and Jean Smith Foundation, a Texas nonprofit corporation, successor in interest to Doctors Nursing Center Foundation, Inc., (the "Lessor"), whose address is 3811 Turtle Creek Centre, Suite 200, Dallas, Texas 75219, and Chesapeake Exploration, L.L.C., an Oklahoma limited liability company (the "Lessee"), whose address is P.O. Box 18496, Oklahoma City, Oklahoma 73154-0496, to be effective as of October 9th, 2009 (the "Amendment Date").

WHEREAS, Lessor and Lessee previously executed that certain Oil and Gas Lease dated October 25th, 2007 (the "Lease"), a Memorandum of which was recorded on November 27th, 2007, as Instrument No. D207420121 in the Real Property Records of Tarrant County, Texas, and covering approximately 14.692 acres of real property located in Tarrant County, Texas, as more particularly described in the Lease;

WHEREAS, Lessor and Lessee have agreed to amend the Lease as provided in this First Amendment; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this First Amendment and in the Lease, and for other good and valuable consideration, which the parties acknowledge receiving, Lessor and Lessee agree as follows:

1. The following occurs in the second paragraph of Section 5 "POOLING" of the Lease:

"Lessee is hereby granted the right at any time and from time to time to unitize the Leased Premises or any portion or portions thereof so long as 50% or more of the unit is comprised of the lands described herein belonging to Lessor, as to all strata or any stratum or strata, with any other lands as to all strata or any stratum or strata, for the production primarily of oil or primarily of gas with or without distillate."

The language is hereby amended to read:

"Lessee is hereby granted the right to unitize the Leased Premises in its entirety, as to all strata or any stratum or strata, with any other lands as to all strata or any stratum or strata, for the production primarily of oil or primarily of gas with or without distillate provided the Leased Premises are pooled in the unit proposed by Lessee as shown in Exhibit "A" attached hereto. Lessee hereby reserves the right to reduce the size of the unit as designated in the Exhibit "A" attached hereto; however, no enlargement of the unit nor reduction of the unit resulting in the inclusion of less than the entire Leased Premises shall be binding upon Lessor unless agreed upon in writing."

2. The following occurs in Section 7 "RELEASE CLAUSE", paragraph "a." of the Lease:

"The acreage retained around each well shall be proposed by Lessee in the form of a square (or rectangle for horizontal wells) as nearly as practicable, with its lines running parallel as nearly as practicable to the boundary lines of the Leased Premises and the perforated interval in such well being as near the center of such square (or rectangle) as is reasonably practicable."

The language is hereby amended to read:

"The acreage retained around each well shall be proposed by Lessee in the form of a square (or rectangle for horizontal wells) as nearly as practicable, with its lines running parallel as nearly as practicable to the boundary lines of the Leased Premises and the perforated interval in such well being as near the center of such square (or rectangle) as is reasonably practicable. Notwithstanding the foregoing, Lessor agrees that Lessee will retain all of the lands included in the Lease if they are included in the unit described in Exhibit "A" attached hereto, subject to the other terms of the Lease. Lessee hereby reserves the right to reduce the size of the unit as designated in the Exhibit "A" attached hereto; however, no enlargement of the unit nor reduction of the unit resulting in the inclusion of less than the entire Leased Premises shall be binding upon Lessor unless agreed upon in writing."

3. This First Amendment may be executed by facsimile or otherwise in multiple counterparts, each of which will, for all purposes, be deemed an original, but which together will constitute one and the same instrument.

4. Notwithstanding anything herein to the contrary, except as otherwise specifically amended by this First Amendment, the parties hereby ratify the Lease and agree that the Lease remains in full force and effect. Insofar as necessary, Lessor hereby grants, leases, lets and demises to Lessee the Leased Premises pursuant to the terms of the Lease as amended by this First Amendment.

5. All capitalized terms used in this First Amendment which are not otherwise defined have the same definitions as set forth in the Lease.

6. Lessor and/or Lessee may record a memorandum of this First Amendment to Oil and Gas Lease in the real property records of Tarrant County, Texas.

[signatures on following pages]

IN WITNESS WHEREOF, the undersigned have executed this First Amendment to be effective as of the Amendment Date.

Lessor:

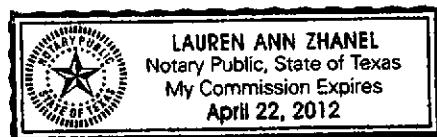
Dr. Bob and Jean Smith Foundation
a Texas limited partnership
successor in interest to Doctors Nursing
Center Foundation, Inc.

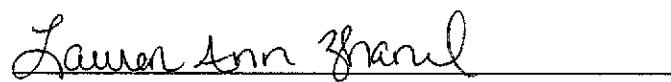


Patty A. Smith – President of Dr. Bob and
Jean Smith Foundation

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 16 day of October,
2009, by Patty A. Smith, as President of Dr. Bob and Jean Smith Foundation, a Texas nonprofit
corporation.



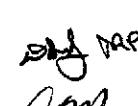

Lauren Ann Zhanel
Notary Public in and for the State of Texas

IN WITNESS WHEREOF, the undersigned has executed this First Amendment to be effective as of the Amendment Date.

Lessee:

Chesapeake Exploration, L.L.C.,
an Oklahoma limited liability company

By: 
Henry J. Hood, Senior Vice President –
Land & Legal and General Counsel


HJH

STATE OF Oklahoma §
COUNTY OF Oklahoma §
§

This instrument was acknowledged before me on this 20 day of October, 2009,
by Henry J. Hood, as Senior Vice President – Land & Legal and General Counsel of Chesapeake
Operating, Inc., general partner of Chesapeake Exploration, L.L.C., an Oklahoma limited
liability company, on behalf of said limited liability company.



h Dayton

Notary Public, State of _____

Printed Name: _____

My commission expires: _____

Exhibit "A"

